



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC

Introduction

This hearing dealt with the tenants' application pursuant to the *Residential Tenancy Act* (the "Act") for:

- a monetary order for compensation for damage or loss under the *Act*, *Residential Tenancy Regulation* ("Regulation") or tenancy agreement pursuant to section 67;

The tenant and the landlord attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses.

At the outset of the hearing, the landlord confirmed that he had received the tenants hearing package and did not provide any documentary evidence of his own for this hearing. I find the landlord was duly served with the tenants hearing package in accordance with sections 88 and 89 of the *Act*.

Preliminary Issue – Previous Decision

A previous Decision was rendered on August 18, 2016 regarding this tenancy. The file number has been included on the front page of this Decision for ease of reference. In this Decision, The Arbitrator ordered the landlord to have a qualified pest control company inspect the rental unit no later than September 9, 2016. If bugs were found the landlord was ordered to follow the recommendation of the pest control company for treatment. The tenants were ordered to allow the landlord and the pest control company to inspect the rental unit and comply with all instruction that were necessary to inspect and treat the unit.

Issue(s) to be Decided

Are the tenants entitled to a monetary order for compensation for damage or loss under the *Act*, *Regulation* or tenancy agreement?

Background and Evidence

As per the testimony of the parties, the tenancy began on March 1, 2015 on a month-to-month basis. Rent in the amount of \$750.00 was payable on the first of each month. The tenants remitted a security deposit in the amount of \$375.00 at the start of the tenancy, which the landlord still retains. The tenants vacated the rental unit on an undisclosed date in September of 2016.

It is the tenants' position that because the landlord failed to comply with the previous Arbitrators orders they are entitled to monetary compensation for the loss of furniture left behind which the tenants value at \$4,850.00.

In reply, the landlord testified that both he and the pest control company made attempts to schedule an inspection for the unit, but were unsuccessful. The landlord acknowledged that an inspection was not conducted. The landlord contends the furniture left behind is not worth the \$4,850.00 claimed.

Analysis

Section 67 of the *Act* establishes that if damage or loss results from a tenancy, an Arbitrator may determine the amount of that damage or loss and order that party to pay compensation to the other party.

In this case, the onus is on the tenant to prove, on a balance of probabilities, the following four elements:

1. Proof that the damage or loss exists;
2. Proof that the damage or loss occurred due to the actions or neglect of the landlord in violation of the *Act*, *Regulation* or tenancy agreement;
3. Proof of the actual amount required to compensate for the claimed loss or to repair the damage; and
4. Proof that the tenant followed section 7(2) of the *Act* by taking steps to mitigate or minimize the loss or damage being claimed.

The tenants seek a monetary order in the amount of \$4,850.00. The tenants contend that the landlord's failure to treat bedbugs resulted in the loss of their furniture.

First, I find the tenants have provided insufficient evidence to establish the unit was infested with bedbugs which would warrant leaving furniture behind. Second, in the absence of receipts, comparisons and/or photographs, I find the tenants have failed to provide sufficient evidence to support the amount being claimed. Therefore I dismiss the tenants' entire claim due to insufficient evidence, without leave to reapply.

Conclusion

The tenants' entire application is dismissed without leave to reapply.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: May 01, 2017

Residential Tenancy Branch